

Application for Open-End Credit

Exhibit A

Page 1 of 8

THIS IS A COPY

The Administrative Copy of this record is held at www.docuSign.net

Dealer Number: _____

Total Sale Price: \$27,945.00

Down Payment: \$0.00

AMOUNT REQUESTED: \$27,945.00

PLEASE PRINT CLEARLY AND COMPLETE ALL REQUESTED INFORMATION.
SEE ATTACHED DISCLOSURES FOR IMPORTANT TERMS AND CONDITIONS OF
YOUR OPEN-END CREDIT REQUEST.

APPLICANT INFORMATION ■ INDIVIDUAL □ JOINT

First Name	Last Name	DOB	SSN
Troy	Jordan		
DL #/State	Home Phone #	Cell Phone #	
PA	() -		
Home Address/City/State/ZIP			■ OWN □ RENT
7 W Essex Ave LANSDOWNE PA 19050			
How Long at Current Address?		Mortgage or Rent Pmt	
3 Years 0 Mos.		\$ [REDACTED]	
Current Employer	How Long?	Position	
[REDACTED]	1 Y/0 M	Retired	
Employer Phone	Gross Monthly Income	Email Address	
() -	\$ [REDACTED]		

CO-APPLICANT INFORMATION

First Name	Last Name	DOB	SSN
DL #/State	Home Phone #	Cell Phone #	
	() -	() -	
Home Address/City/State/ZIP			□ OWN □ RENT
How Long at Current Address?		Mortgage or Rent Pmt	
Years Mos.		\$ 0.00	
Current Employer	How Long?	Position	
	Y/ M		
Employer Phone	Gross Monthly Income	Email Address	
() -	\$.00		

OTHER INCOME (Alimony, child support or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repayment of this obligation.)

Source: _____ Amount: _____
 Source: _____ Amount: \$ _____
 Source: _____ Amount: _____

PERSONAL REFERENCES (Not in same household)

Name: _____
 Phone: _____ Relationship: _____
 Name: _____
 Phone: _____ Relationship: _____

OPTIONAL - ACH (AUTOMATIC WITHDRAWALS)

I (we) hereby authorize lender or any assignee to initiate debit entries to the below-listed account for my monthly payments. This authorization remains in full force and effect until the lender/assignee has received written notification from me (us) in such time and such manner as to afford lender/assignee a reasonable opportunity to act on it. Please allow 10 days for all changes to be effective.

BANK NAME: _____

CITY/STATE: _____

□ CHECKING □ SAVINGS

ROUTING #: _____ ACCT #: _____

****PLEASE ATTACH A VOIDED CHECK OR DEPOSIT SLIP****

In this Agreement, the words "you" and "your" refer to the person or entity applying for credit. The words "we," "us" and "our" refer to the originating dealer and its assigns.

By signing this application you promise all information is true and complete. You intend the seller and/or assignee to rely upon this information in deciding whether or not to extend credit to you. You authorize a full investigation and release of your credit record and your employment history. You also authorize the seller and/or assignee to release information about credit experience with them. You consent to receiving autodialed or prerecorded message calls from us or those acting on our behalf at any mobile telephone number you provide to us.

CREDIT REPORT NOTICE: We may request a credit report for any legitimate purpose associated with your application for credit, extending credit, modifying the terms of your credit agreement, or collection on your account. On your request, we will inform you if such a report was ordered and will give you the name and address of the credit reporting agency that furnished the report.

ALABAMA AND NEBRASKA RESIDENTS: You must be 19 years old to apply for credit.

CALIFORNIA RESIDENTS: If married, you may apply for a separate account.

NEW YORK RESIDENTS: We may obtain your credit report and we will inform you, upon request, whether a report was obtained and, if so, the name and address of the consumer reporting agency.

OHIO RESIDENTS: The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio civil rights commission administers compliance with this law.

WISCONSIN NOTICE TO MARIED APPLICANTS: No provision of any marital property agreement, unilateral statement under Stats. §766.59, or court decisions under Wis. Stats. §766.70 adversely affects the interest of the creditor unless the creditor is furnished a copy of the decree, agreement, statement, or has actual knowledge of the adverse provision prior to the time credit is granted.

DO NOT SIGN UNLESS YOU HAVE BEEN PROVIDED THE ATTACHED REVOLVING CREDIT AGREEMENT AND DISCLOSURE STATEMENT.

DocuSigned by:	
APPLICANT SIGNATURE: <u>Troy Jordan</u>	042943F93A63449...
DATE: <u>2/14/2020</u>	
CO-APPLICANT SIGNATURE: _____	
DATE: _____	
DocuSigned by:	
DEALER REP SIGNATURE: <u>Mid Atlantic Systems of DPM Inc</u>	944D5FA76F5049A...
DATE: <u>2/14/2020</u>	

Please detach the Disclosure section and give it to the applicant/s.

IMPORTANT INFORMATION ABOUT YOUR ACCOUNT
KEEP THIS INFORMATION FOR YOUR RECORD
REVOLVING CREDIT AGREEMENT & DISCLOSURES
(HI RESIDENTS – CREDIT SALE CONTRACT)
(NY RESIDENTS – RETAIL INSTALMENT CREDIT AGREEMENT)
(RI RESIDENTS – NONNEGOTIABLE CONSUMER NOTE)

Dealer may assign all rights under this Agreement and any credit sale made pursuant to it to Foundation Finance Company (FFC) (Foundation First Funding in PA).

INTEREST RATES AND INTEREST CHARGES	
ANNUAL PERCENTAGE RATE (APR) for purchases	13.99%
PENALTY APR and When It Applies	None or 21% (Varies by State. See table below for applicability in your state**). This APR may be applied to your account if you make a late payment. How Long Will the Penalty Rate Apply? If your APR is increased for this reason, the Penalty APR until you make six consecutive minimum payments when due.
PAYING INTEREST	Finance Charges begin on the date a purchase is posted to your account, except in states requiring a grace period, in which case your due date is at least 25 days after the close of each billing cycle and we will not charge you interest if you pay your entire balance by the due date.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore .
FEES	
PENALTY FEES - LATE PAYMENT - RETURNED PAYMENT	Fees Vary by state - Up to \$35 (see paragraph #16) - Up to \$30 (see paragraph #17)

How We Will Calculate Your Balance: We use a method called the "Average Daily Balance (including new purchases)." See Revolving Credit Agreement for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in this Agreement.

****PENALTY APR RATES**

The Penalty APR does not apply in Arkansas, Colorado, Connecticut, Delaware, Florida, Illinois, Kansas, Louisiana, Maine, Massachusetts, Michigan, Minnesota, Nebraska, North Carolina, Oklahoma, Pennsylvania, Rhode Island, South Carolina, Texas.

Your Billing Rights: Keep this Document for Future Use
This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find a Mistake on Your Statement

If you think there is an error on your statement, write to us at:
Foundation Finance Company, LLC
PO Box 437, Schofield, WI 54476

You may also contact us on the Web: www.foundationfinance.com

In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing* (or electronically). You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate, whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- **If we made a mistake:** You will not have to pay the amount in question or any interest or other fees related to that amount.
- **If we do not believe there was a mistake:** You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within **10 days** telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

Dealer Name: Mid Atlantic Systems of DPN Inc

Dealer Address: 802 Interchange Blvd

NEWARK, DE 19711

REVOLVING CREDIT AGREEMENT & DISCLOSURES**(HI RESIDENTS – CREDIT SALE CONTRACT)****(NY RESIDENTS – RETAIL INSTALLMENT CREDIT AGREEMENT)****(RI RESIDENTS – NONNEGOTIABLE CONSUMER NOTE)****Keep this information for your records.**

1. **GENERAL:** If your credit application is approved and we open a revolving credit account for you, you may purchase goods and services on credit from the dealer where you opened your account. Your Account may not be used anywhere other than at the dealership where you opened your Account. Purchases are pursuant to a revolving credit charge slip. All sales, including future add-on sales, are subject to the terms of this Agreement.

2. **CREDIT INVESTIGATION:** You authorize us to investigate your credit, employment status and any other information you provide to us on your request for credit. You authorize any person or entity listed on your request for credit to release information to us about your experience with them.

3. **PRIVACY ACT PROVISION:** You hereby authorize the Department of Defense and its various departments and commands to verify your social security number or other identifier and disclose your home address to the authorized holder of this Agreement for purposes of performing or enforcing the terms of this Agreement. You authorize any past or present employer to confirm employment or communicate with us regarding your indebtedness to us if you fail to meet the terms and conditions of this Agreement. We will use any information furnished only in connection with performing or enforcing the terms of this Agreement.

4. **ACCOUNT INFORMATION:** You authorize us to furnish information about your account to credit reporting agencies and anyone else who may lawfully receive such information. You agree to give us prompt notice of any change in your name, address, telephone number or employer. You certify that all the information you supplied on your credit application is true, correct and accurate and that you will provide true and accurate information in connection with any future credit requests.

5. **PROMISE TO PAY:** You agree to pay for all purchases made on your account, interest charges, and other applicable charges or fees under this Agreement incurred by you or anyone you authorize or permit to use your account. If this account is a joint account, each joint account holder agrees to pay, and all account holders are jointly and severally responsible for all amounts owed on the account. If your account is referred for collections to an attorney, you agree to pay reasonable attorneys' fees and reasonable collection costs to the extent not prohibited in your state. If your state does not allow attorneys' fees (IA, ME, OH, and WI), you agree to pay any statutory attorney fees and costs that may be awarded to us by a court of law.

6. **SECURITY AGREEMENT:** You grant us a security interest in the goods purchased by you and described in a sales slip under this Agreement (the "Collateral") as well as all accessions to and proceeds of those goods. If you do not make payments as agreed, this security interest allows us to take actions in accordance with state laws governing the enforcement of security interests in the Collateral. You agree to keep the goods installed at the address on the credit application and to not remove or materially alter them without our written consent. You may lose the goods you purchased if you do not meet your obligations under this Agreement.

7. **CREDIT LIMIT:** We may modify the credit limit on your Account at any time for any reason not prohibited by law. You may not charge purchases that cause you to exceed your credit limit. If you do not use your revolving charge account for 12 months, we may close your account. You may 1) use the credit account up to its credit limit after credit approval; 2) be liable for amount extended under plan to any joint applicant. You may not charge purchases if your Account is delinquent.

8. **BILLING STATEMENT:** We will mail you a statement to the address we have on file for you for each billing cycle at the end of which your account has a debit or credit balance of more than \$10 on which a finance charge has been imposed, or as otherwise required by law. This statement will show any purchases you make, late fees, NSF fees, interest charges, payments received, the beginning and ending balances on your Account, and the Total Minimum Monthly Payment and due date for your Account.

9. **MINIMUM MONTHLY PAYMENT:** All payments must be mailed or delivered to the address shown on your monthly billing statement. All payments must be made by electronic fund transfer, check or money order. Cash or other nonconforming methods of payment may be rejected. You agree to pay us at least the Total Minimum Monthly Payment by the due date shown on your statement. The Total Minimum Monthly Payment Due shown on your billing statement will be the sum of the Minimum Monthly Payment plus all past due amounts, late fees, and other charges. The Minimum Monthly Payment is calculated at the end of the first month in which you make a purchase. It will be recalculated in any month you make an additional purchase on your Account. Your Minimum Monthly Payments will be between 2%-4% of the "Highest Monthly Charge" balance, less any applicable Special Payment Plans, rounded to the next higher dollar. If this amount is less than \$15, your Minimum Monthly Payment will be \$15. If your account balance is less than \$15, the Minimum Monthly Payment will be your account balance. **See your Revolving Credit Charge Slip for the actual payment factor applicable to your Purchase.** You agree that any payment may be returned if your check is (i) not drawn in U.S. dollars on funds on deposit in the U.S.; (ii) missing a signature; (iii) drawn with different numeric and written amounts; (iv) contains a restrictive endorsement; (v) postdated; or (vi) not paid on presentment. If you do not make a Total Minimum Monthly Payment within 60 days of its due date, we may apply the Penalty APR to your account, if allowed by the state of your residence. We will give you advanced notice of the date the Penalty APR is effective. The Penalty APR may remain in effect indefinitely, unless you make six consecutive Total Minimum Monthly Payments when due following the effective date of the application of the Penalty APR to your account.

10. **DISPUTED PAYMENTS:** If you send us correspondence about a disputed payment, you must send it to Foundation Finance Company, PO Box 437, Schofield, WI 54476. You may not send it to the payment address shown on your billing statement. By "disputed payment", we mean a payment of less than the full balance on your account that is labeled as "payment in full" or similar language, or is given to us as full satisfaction of a disputed amount, or is given to us with other conditions or limitations. We may accept these types of payments without giving up any of our rights.

11. **ELECTRONIC CHECK CONVERSION:** When you provide a check, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the transaction as a check. When we use your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you may not receive your check back from your financial institution. If there are not sufficient funds in your account you authorize us to charge an NSF Fee as indicated in this Agreement. We will collect that amount through an electronic fund transfer from your account.

12. **PREPAYMENT:** You may pay more than the Total Minimum Monthly Payment at any time. You may pay your entire account balance at any time without penalty. Under federal law, we are not required to refund any amounts less than \$1.00.

13. **INTEREST CHARGE:** Except in states with a mandatory grace period, interest charges begin the date a purchase is posted to your account and accrue as long as your account has a balance. The interest charge is computed by applying the applicable daily periodic rate to the average daily balance. A daily balance is calculated for each day in the billing period by taking the beginning balance in the account each day, adding any new charges and subtracting payments and credits. The average daily balance is equal to the sum of all daily balances divided by the number of days in the billing cycle. The interest charge is calculated by multiplying the average daily balance by the applicable daily periodic rate and by the number of days in the billing cycle. The total periodic interest charge for the billing cycle is the sum of the periodic interest charges for each purchase type rounded to the next highest cent. Any Daily Balance less than zero will be treated as zero. The grace period is 2 days in Louisiana, Maine, Maryland, Massachusetts, Mississippi, North Carolina, and Virginia and 30 days in Nebraska and Vermont on new purchases where your account balance was \$0 or you paid your previous balance due in full by the end of the prior billing cycle. When a grace period applies, no interest is assessed on any portion of the eligible balance repaid on or before the due date in the next cycle.

14. **SPECIAL CREDIT PROMOTION PLANS:** Notwithstanding any other provision of this Agreement, we may occasionally, at our option, offer special credit plans. Some of these special credit plans include, but are not limited to, the following: (a) Deferred First Payment: Your first payment is deferred for a specific time period, however, interest charges will be assessed on the deferred period; (b) Same As Cash with Payments: If during a specified time period you pay in full the amount of your purchases made under this special credit plan, no interest charges will be assessed on those purchases. However, the minimum monthly payment must still be made during the Same-As-Cash time period. If the full amount of your purchases is not paid in full during the Same-As-Cash time period, interest charges are imposed from the date of the sale; or (c) Reduced Interest Rates: The interest rate on your Account may be reduced for a specified timeframe; (d) Same-as-Cash with Deferred Payments: If during a specified time period you pay in full the amount of your purchases made under this special credit plan, no interest charges will be assessed on those purchases. Payments will begin at the end of the payment deferral period. Your revolving charge sales slip, incorporated here by reference, will show if any special credit plan applies to your Account.

15. **DEFAULT:** You are in default if: (a) you fail to make two consecutive payments when due; (b) you are declared insolvent or you file bankruptcy; (c) you violate any term of this Agreement; or (d) you fail to observe or perform any of the other covenants or duties contained in this Agreement if the failure materially impairs the condition, value or protection of our right in any Collateral, or materially impairs your ability to pay any amounts on your billing statement when due. You will receive a Notice of Right to Cure in the following states: Colorado, Iowa, Kansas, Maine, Massachusetts, Missouri, Nebraska, Ohio, Pennsylvania, South Carolina, West Virginia and Wisconsin. If you do not cure the default within the time allowed in your notice or within 30 days if you live in a state with no notice requirement, we may accelerate your balance.

16. **LATE FEE:** If your payment is more than 10 days late (15 days in Maine, Massachusetts or South Dakota; 21 days in Texas), you may be charged a late fee which will be added to your account balance. The chart below shows the applicable fee for your state of residence. The late fee will never be greater than the minimum payment due.

CA, MO and AZ (\$5 if payment due is less than \$25), MT, NJ, OH, RI, SD, TN	\$10
CO, IA, LA, MS, NV, NH, NY, ND, OR, TX, VT, WA, WI	\$15
IN	\$17.50
AK, GA	\$25
FL	\$10
MN (\$7.28 maximum)	5% of payment due
NC (\$5.00 if balance is <\$100. \$10.00 if balance is >\$100)	
AR, NE, NM, PA, (\$5.00 maximum)	5% of payment due
CT, IL, ME, MD (\$10.00 maximum)	5% of payment due
ID, D.C., WV (\$15.00 maximum)	5% of payment due
OK (\$23 maximum)	5% of payment due
KS (\$25 maximum. \$5 is payment due is less than \$25)	5% of payment due

UT (\$30 maximum. Fee limited to \$25 for the 1 st occurrence in more than 6 mos.)	5% of payment due
HI, VA (\$35 maximum. Fee limited to \$25 for the 1 st occurrence in more than 6 mos.)	5% of payment due
AL, KY, WY (\$10 minimum. \$35 maximum. Fee limited to \$25 for the 1 st occurrence in more than 6 months.)	5% of payment due
MI (\$15 minimum. \$35 maximum. Fee limited to \$25 for the 1 st occurrence in more than 6 months.)	5% of payment due
SC (\$6.80 minimum. \$17 maximum)	5% of payment due
MA (\$10 maximum)	10% of payment due
DE	none

17. DISHONORED PAYMENT / NSF FEE: In the event any payments are returned to the holder of this Agreement not paid by a bank, you will be charged an NSF fee. The chart below shows the fee applicable in your state. If required by your state, you will receive a notice with instructions about the NSF service or collection fees, and if you fail to pay the fee we will add it to your account balance. This fee will never be greater than the minimum payment due immediately prior to the returned payment.

MA, MD	\$10
AZ	Greater of \$10 or bank fee
CA, MS, MO, TX	\$15
CT, D.C., ID, IA, NJ, NY, OH, UT, VT	\$20
CO, FL, IL, IN, KY, LA, MI, NV, NH, NM, OK, RI, WI	\$25
AL, AK, AR, GA, HI, KS, MN, MT, ND, SC, SD, TN, VA	\$30*
	*Fee limited to \$25 for the 1 st occurrence in more than 6 mos.
ME	Bank fee
DE, NE, NC, OR, PA, WA, WV, WY	none

18. CHANGE IN TERMS: Subject to the requirements and limitations of applicable law, we may change, add to or delete any of the terms of this Agreement, including the interest rates, fees and charges. You will be notified of changes in accordance with applicable state and federal law. If your state does not specify a time period, we will notify you at least 45 days in advance of any changes.

19. CLOSING YOUR ACCOUNT: You may close your account at any time by writing to us at P.O. Box 437, Schofield, WI 54476. We will close your account after we get your request. Subject to the requirements and limitations of applicable law, we may close your account at any time and for any reason. If you or we close your account, you must stop using it. You will still have to pay us the full amount you owe on your Account. This Agreement remains in effect until you pay it in full.

20. ASSIGNMENT: We may sell, assign or transfer any part of our rights or duties under this Agreement or your account. This includes our rights to payments. We do not have to give you prior notice of such action. You may not sell, assign or transfer any of our rights or duties under this Agreement or your Account.

21. SEVERABILITY: If any provision of this Agreement is deemed void or unenforceable under any law, rule, or regulation, all other provisions remain in effect and enforceable.

22. NON-WAIVER: We may decide to give up any of our rights under this Agreement. This includes our right to pursue the full amount of any charge. If we do, we do not give up any of our other rights under this Agreement. If we give up any of our rights in one situation, we do not give up the same right in another situation.

23. NON-AGENCY: You understand that DFC and FFC are independent entities and not employees or agents of one another.

24. STATE LAW RESIDENT NOTICES:

CALIFORNIA: A negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

COLORADO: Warning: The terms of this revolving charge account may be changed, whether or not authorized by agreement, in accordance with the Colorado UCCC and other applicable law.

DELAWARE: Service charges not in excess of those permitted by law will be charged on the outstanding balances from month to month.

ILLINOIS: No applicant may be denied a credit card on account of race, color, religion, national origin, ancestry, age (between 40 and 70), sex, marital status, physical or mental handicap unrelated to the ability to pay or unfavorable discharge from military service. The applicant may request the reason for rejection of his or her application for a credit card. No person need reapply for a credit card solely because of a change in marital status unless the change in marital status has caused deterioration in the person's financial position. A person may hold a credit card in any name permitted by law that he or she regularly uses and is generally known by, so long as no fraud is intended thereby.

MAINE: We may request a consumer report in connection with your application for credit. You may ask whether a consumer report was obtained by us and we will tell you the name and address of the consumer reporting agency, if a report was obtained. Charges incurred by use of your card are due and payable on receipt of your monthly statement.

MARYLAND: Finance charges will be made in amounts or at rates not in excess of those permitted by law. You may pay the entire balance at any time without incurring additional charges for prepayment.

MI-PA_HM Rev 02-01-18

NEW JERSEY: Because certain provisions of this Agreement are subject to applicable law, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, is void, unenforceable or inapplicable in New Jersey.

NORTH DAKOTA: This instrument is based upon a personal solicitation sale, which is subject to the provisions of the North Dakota Century Code. This instrument is not negotiable.

OHIO: Ohio anti-discrimination laws require creditors to make credit equally available to all credit worthy customers and that credit reporting agencies maintain separate credit histories on individuals upon request. The Ohio civil rights commission administers these laws.

TEXAS: To contact Foundation Finance Company about this account call 855-241-0024. This contract is subject in whole or in part to Texas law which is enforced by the Consumer Credit Commissioner, 2601 N. Lamar Blvd., Austin, Texas 78705. Phone 512-936-7600. Contact the commissioner relative to any inquiries or complaints.

UTAH: As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligation.

VERMONT: We may obtain your credit reports at any time, for any legitimate purpose associated with the account or the application or request for an account, including but not limited to reviewing, modifying, renewing and collecting on your account. On your request we will inform you if such a report was ordered. If so, we will give you the name and address of the consumer reporting agency furnishing the report.

25. ADDITIONAL NOTICES:

Arizona residents - You must give us notice of your claim or defense in writing by certified mail within 90 days of receiving any goods or you may waive the right to set-offs or defense against assignee if assignee provides you a notice of your rights and you fail to exercise those rights pursuant to the terms of the notice.

Iowa residents - You must give assignee notice within 30 days of assignment to assert claims and defenses against assignee.

Oklahoma residents - You waive the right to bring a claim or defense against assignee if assignee provides you a notice of your rights and you fail to exercise those rights pursuant to the terms of the notice.

South Dakota residents - You waive the right to bring a claim or defense against assignee if assignee provides you a notice of your rights and you fail to exercise those rights pursuant to the terms of the notice.

Wisconsin residents - You waive the right to bring a claim or defense against assignee after 12 months if assignee provides you a notice of your rights to do so and you fail to exercise those rights pursuant to the terms of the notice of assignment. This waiver is in accordance with Section 422.41(4) of the Wisconsin Consumer Act.

Wyoming residents - You waive the right to bring a claim or defense against assignee for 45 days after assignment if assignee provides you a notice of your rights and you fail to exercise those rights pursuant to the terms of the notice.

Note to all Buyers: Finance Charges will be imposed in amounts or at rates not in excess of those permitted by law. You have the right to pay in advance the full amount due.

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

NOTICE TO BUYER: 1) DO NOT SIGN ANY PART OF YOUR REVOLVING CREDIT AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. 2) YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF ANY AGREEMENT WHEN YOU SIGN IT. KEEP IT TO PROTECT YOUR LEGAL RIGHTS. 3) A FINANCE CHARGE WILL BE COMPUTED ON THE OUTSTANDING BALANCE EACH BILLING PERIOD IN ACCORDANCE WITH THE RATES ABOVE. 4) YOU MAY PAY YOUR TOTAL UNPAID BALANCE AT ANY TIME.

**Foundation Finance Company, P.O. Box 437, Schofield, WI 54476
Phone: 1-855-241-0024 Fax: 715-847-4437**

(Foundation Finance Company does business as Foundation First Funding in PA)

REVOLVING CREDIT CHARGE SLIP - DE, MA, MI, NJ, PA, RI, VT - IN-HOME SALES

SELLER		BUYER	
Seller's Name: Mid Atlantic Systems of DPN Inc		Buyer's/Co-Buyer's Name: Troy Jordon	
Address/City/State/Zip: 802 Interchange Blvd NEWARK DE 19711		Residence Address/City/State/Zip: 7 W Essex Ave LANSDOWNE PA 19050	
Phone: _____ Dealer #: _____		Co-Buyer's Address/City/State/Zip (if different from above): _____	

The words "Buyer", "you", "your", or "yours" refer to each person who signs this contract as a buyer or co-buyer. The words "Seller", "we", "our", and "us" refer to the dealer who made the sale and any assignee currently holding the contract. We agree to sell and you agree to buy the goods described below in accordance with all terms on both sides and all pages of this contract.

DESCRIPTION OF GOODS OR SERVICES PURCHASED:

Basement waterproofing and repair

ITEMIZATION OF AMOUNT FINANCED

Cash Price \$ 27,945.00 + Sales Tax \$ _____ - Cash Down Payment \$.00 - Trade-in \$ _____ = AMOUNT FINANCED \$ 27,945.00

Minimum Monthly Payment: 1.5 % (see Revolving Credit Agreement for full description).

Date of Sale: 02/14/2020

PROMOTIONAL SALES ONLY:

☐ **Mos. Same-as-Cash (e).** No interest if paid in full in _____ mos. If the balance is not paid in full in _____ mos., interest will be imposed from the date of posting at a rate of _____%. Payments begin _____ month(s) from date of substantial project completion.

☐ **Mos. Same-as-Cash/Deferred Payments (e):** No interest if paid in full in _____ mos. If the balance is not paid in full in _____ mos., interest will be imposed from the date of posting at a rate of _____%. First payment is due _____ mos. from substantial project completion date.

☒ **Interest Rate Reduction.** The purchase APR disclosed on your Revolving Credit Agreement will be reduced to 1.90 % for this sale only.

☐ **Deferred First Payment.** The first payment on your account is deferred for 3 months. Interest accrues from day 1 and is not waived.

(e) Estimated payment due date.

RevolvingSalesSlipEnglishDEMAMINJPART

BUYER'S RIGHT TO CANCEL: You, the buyer, may cancel this agreement at any time prior to midnight of the third business day after the transaction. See the accompanying notice of cancellation for an explanation of this right.

NOTICE TO BUYER: (1) Do not sign this Agreement before you read it or if it contains blank spaces to be filled in. (2) You are entitled to a completely filled-in copy of this Agreement. (3) You can prepay the full amount due under this Agreement at any time. (4) If you desire to pay off in advance the full amount due, the amount which is outstanding will be furnished upon request. You acknowledge receiving a completed copy of this Sales Slip which is part of and in accordance with the terms of your Revolving Credit Sales Agreement.

BUYER acknowledges reading both sides of this contract and receiving a signed, dated and completely filled-in copy on the date

executed.

x Troy Jordon

Date 2/14/2020

X

Date

Buyer ID: 12943108A63449...

Co-Buyer Signature

Michigan Residents Only: Additionally, the seller is prohibited from having an independent courier service or other third party pick up payment at your residence by the end of the 3 business day period in which you can cancel the transaction.

KEEP THIS CONTRACT TO PROTECT YOUR LEGAL RIGHTS. THIS INSTRUMENT IS NOT NEGOTIABLE.

THIS REVOLVING CREDIT CHARGE SLIP IS PART OF AND SUBJECT TO THE TERMS OF YOUR REVOLVING CREDIT AGREEMENT AND DISCLOSURE STATEMENT.

NO LIABILITY, PERSONAL OR PROPERTY INSURANCE COVERAGE IS PROVIDED TO BORROWER UNDER THIS CONTRACT.

SEE REVERSE FOR STATE NOTICES AND OTHER IMPORTANT CONTRACT TERMS.

Assignment to FOUNDATION FINANCE COMPANY (Foundation First Funding in PA,VT).

DEALER HEREBY ASSIGNS ALL OF ITS RIGHTS, TITLE AND INTEREST IN THE REVOLVING CREDIT SALES AGREEMENT AND REVOLVING CREDIT CHARGE SLIP TO FOUNDATION FINANCE COMPANY WITHOUT RECOURSE EXCEPT AS PROVIDED IN THE DEALER AGREEMENT IN EFFECT BETWEEN DEALER AND FOUNDATION FINANCE COMPANY. DEALER MAY ONLY ASSIGN THIS THE REVOLVING CREDIT SALES AGREEMENT AND REVOLVING CREDIT CHARGE SLIP TO FOUNDATION FINANCE COMPANY.

Dealer Name/DocuSigned by: Mid Atlantic Systems of DPN Inc

By: Mid Atlantic Systems of DPN Inc (Authorized Signature) Title: _____

944D5FA76F5049A...

Name: _____ (Print Name of Signer) Date: 2/14/2020

Buyer acknowledges 1) receiving a completed copy of this Sales Slip which is in accordance with your Revolving Credit Agreement; 2) receiving 2 copies of Notice of Cancellation; and that 3) Seller orally explained the right to cancel

Delaware & Vermont NOTICE TO THE BUYER - DO NOT SIGN THIS AGREEMENT IN BLANK. YOU ARE ENTITLED TO A COPY OF THE AGREEMENT AT THE TIME YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS. BUYER'S RIGHT TO CANCEL: You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the accompanying notice of cancellation form for an explanation of this right.

X _____ Date: _____ X _____ Date: _____
Buyer Signature Co-Buyer Signature

MASSACHUSETTS NOTICE TO BUYER: (1) Do not sign this agreement if any of the spaces intended for the agreed terms to the extent of then available information are left blank. (2) You are entitled to a copy of this agreement at the time you sign it. (3) You may at any time pay off the full unpaid balance due under this agreement. (4) You may, under certain circumstances, redeem the property if repossessed because of your default, and you may, under certain conditions, require a resale of the property if repossessed. (5) The seller has no right to unlawfully enter your premises or commit any breach of the peace to repossess goods purchased under this agreement. Buyer acknowledges 1) reading both sides of the contract and receiving a signed, dated and completely filled in copy; 2) receipt of two Notice of Cancellation forms; and 3) that Seller orally explained the right to cancel.

X _____ Date: _____ X _____ Date: _____
Buyer's Signature Co-Buyer's Signature

RHODE ISLAND NOTICE TO BUYER: (1) Do not sign this agreement if any of the spaces intended for the agreed terms to the extent of then available information are left blank. (2) You are entitled to a copy of this contract when you sign it. (3) You may at any time pay off the full unpaid balance due under this agreement, and in doing so you may be entitled to receive a partial rebate of the finance and insurance charges. (4) The seller has no right to unlawfully enter your premises or commit any breach of the peace to repossess goods purchased under this agreement. (5) You may cancel this agreement if it has not been signed at the main office or branch office of the seller, provided you notify the seller at his main office or branch office showing in the agreement by registered or certified mail, which shall be posted not later than midnight of the third calendar day after the day on which the buyer signs the agreement, excluding Sunday and any holiday on which regular mail deliveries are not made. See the accompanying notice of cancellation form for an explanation of this right. Buyer acknowledges 1) reading both sides of the contract and receiving a signed, dated and completely filled in copy; 2) receipt of two Notice of Cancellation forms; and 3) that Seller orally explained the right to cancel.

X _____ Date: _____ X _____ Date: _____
Buyer's Signature Co-Buyer's Signature

THE FOLLOWING NOTICES APPLY TO HOME IMPROVEMENT CONTRACT ONLY.

MICHIGAN NOTICE TO BUYER: A home improvement charge sale made pursuant to this agreement may be rescinded or canceled by the buyer, not later than 5 p.m. on the business day following the date of the sale by giving written notice of rescission to the contractor or an agent of the contractor at his or her place of business given in this agreement or by mailing the notice of cancellation to the contractor at his or her place of business given in the agreement by depositing properly addressed certified letter in a United States post office or mailbox, but if the buyer rescinds after 5 p.m. on the following business day, the buyer is still entitled to offer defenses in mitigation of damages and to pursue any rights of action or defenses that arise out of the transaction.

X _____ Date: _____ X _____ Date: _____
Buyer's Signature Co-Buyer's Signature

NJ - SELLER ☐ does ☐ does not carry worker's compensation and public liability insurance applicable to the work to be performed. Seller ☐ is ☐ is not qualified as a self insurer.

NEW JERSEY - NOTICE TO OWNER: Do not sign this contract in blank. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights. Do not sign any completion certificate or agreement stating that you are satisfied with the entire project before this project is complete. Home repair contractors are prohibited by law from requesting or accepting a certificate of completion signed by the owner prior to the actual completion of the work to be performed under the home repair contract. By your signature below, you acknowledge receipt of two copies of Door-to-Door Home Repair Act Sales Receipt in the State of New Jersey. **NOTICE TO RETAIL BUYER: YOU MAY RESCIND THIS CONTRACT PROVIDED THAT YOU NOTIFY THE RETAIL SELLER OF YOUR INTENT TO DO SO BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, POSTMARKED NOT LATER THAN 5 P.M. OF THE THIRD BUSINESS DAY FOLLOWING THE SALE. FAILURE TO EXERCISE THIS OPTION, HOWEVER, WILL NOT INTERFERE WITH ANY OTHER REMEDIES AGAINST THE RETAIL SELLER YOU MAY POSSESS. IF YOU WISH, YOU MAY USE THIS PAGE AS NOTIFICATION BY WRITING 'I HEREBY RESCIND' AND ADDING YOUR NAME AND ADDRESS. A DUPLICATE OF THIS RECEIPT IS PROVIDED BY THE RETAIL SELLER FOR YOUR RECORDS.**

X _____ Date: _____ X _____ Date: _____
Buyer's Signature Co-Buyer's Signature

PENNSYLVANIA NOTICE TO BUYER: (1) Do not sign this agreement before you read it. (2) You are entitled to a completely filled-in copy of this contract. (3) Under the law, you have the right to pay off in advance the full amount due and under certain conditions to obtain a partial refund of the finance charge. (4) You may rescind this contract, subject to liability for an liquidated damage provision thereof authorized by law, not later than 5 p.m. on the business day following the date thereof by giving written notice of rescission to the contractor at his place of business given in the contract, but if you rescind after 5 p.m. on the business day following, you are still entitled to offer defenses in mitigation of damages and to pursue any rights of action or defenses that arise out of the transaction.

HOME IMPROVEMENT INSTALLMENT CONTRACT.

X Troy Jordan _____ Date: 2/14/2020 X _____ Date: _____
Buyer's Signature Co-Buyer's Signature

I acknowledge receipt of 2 completed copies of this Notice

Buyer's Signature

Troy Jordan

Exhibit A

Page 7 of 8

Co-buyer's Signature

NOTICE OF CANCELLATION

Date of Transaction: 02/14/2020

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS (FIVE in Alaska and FIFTEEN in North Dakota if you are 65 years or older) from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract (except in Texas and Wisconsin).

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to:
Mid Atlantic Systems of DPN Inc 802 Interchange Blvd, NEWARK, DE 19711

NOT LATER THAN MIDNIGHT OF 02/19/2020 (date)
I HEREBY CANCEL THIS TRANSACTION.

Buyer's Signature

Date

NOTICE OF CANCELLATION

Date of Transaction: 02/14/2020

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS (FIVE in Alaska and FIFTEEN in North Dakota if you are 65 years or older) from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract (except in Texas and Wisconsin).

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NOT LATER THAN MIDNIGHT OF 02/19/2020 (date)
I HEREBY CANCEL THIS TRANSACTION.

Buyer's Signature

Date

The cancellation notices below apply only to home improvement contracts.

NOTICE OF RIGHT TO CANCEL**Your Right to Cancel**

You are entering into a transaction that will result in a security interest being placed on your home. You have a legal right under federal law to cancel this transaction, without cost, within three business days from whichever of the following events occurs last:

- (1) The date of the transaction, which is 02/14/2020
- (2) The date you receive your Truth in Lending disclosure; or
- (3) The date you receive this notice of your right to cancel.

If you cancel this transaction, the security interest is also cancelled. Within 20 calendar days after we receive your notice, we must take the steps necessary to reflect the fact that the security interest on your home has been cancelled, and we must return to you any money or property you have given us or to anyone else in connection with this transaction.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address below. If we do not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

How to Cancel

If you decide to cancel this transaction, you may do so by notifying us in writing at:

Mid Atlantic Systems of DPN Inc 802 Interchange Blvd, NEWARK, DE 19711

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no later than midnight of 02/19/2020 (midnight of the third business day following the latest of the three events listed above). If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

I WISH TO CANCEL.

Buyer's Signature

Date

NOTICE OF RIGHT TO CANCEL**Your Right to Cancel**

You are entering into a transaction that will result in a security interest being placed on your home. You have a legal right under federal law to cancel this transaction, without cost, within three business days from whichever of the following events occurs last:

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I WISH TO CANCEL.

Buyer's Signature

Date

FOUNDATION FINANCE COMPANY – Automatic Payment Deduction Agreement****Please attach a voided check or deposit slip****Customer Name/s: Troy Jordon Loan #: _____

Bank Name: _____ City/State: _____

☐ Checking ☐ Savings Bank Account #: _____ Routing#: _____

Payment Amount: _____ Day of Month for Withdrawal: _____

Month to Start Withdrawals: _____

AGREEMENT AND AUTHORIZATION

I agree and authorize Foundation Finance Company (FFC) to initiate debit entries to my account plus any returned debit charges. This agreement is to remain in effect until such time that the account is paid in full or FFC receives written notification from me to terminate authorization. The termination must be sent in time and in a manner to afford FFC and the financial institution a reasonable opportunity to act on the termination.

AUTHORIZED SIGNATURE: _____ DATE: 02/14/2020JOINT ACCOUNT SIGNATURE: _____ DATE: 02/14/2020

Foundation Finance Company * PO Box 437, Schofield, WI 5476 * 855-241-0024

FOUNDATION FINANCE COMPANY – Acuerdo de Deducción de Pagos Automáticos****Por favor coloque un cheque anulado o un recibo de depósito de ahorros****Nombre de cliente/s: Troy Jordon Número de Préstamo #: _____

Nombre de Banco: _____ Ciudad/Estado: _____

☐ Cuenta corriente ☐ Cuenta de ahorros

Número de Cuenta de Banco: _____

Número de asignación de ruta del banco ABA #: _____

Cantidad a debitar mensualmente: _____ Día del mes para efectuar el retiro: _____

Mes del primer pago: _____

ACUERDO Y AUTORIZACION

Estoy de acuerdo y autorizo Foundation Finance Company (FFC) iniciar los debitos de mi cuenta y cualquier cargo por insuficiencia de fondos. Esta autorización será valida y estará vigente hasta que la cuenta sea pagada en su totalidad, o que FFC haya recibido una notificación escrita de nosotros para terminar dicha autorización. La notificación de finalización se debe enviar con el tiempo necesario y de tal manera que FFC o la institución financiera tengan una oportunidad razonable de proceder a la finalización.

FIRMA AUTORIZADA: _____ FECHA: 02/14/2020FIRMA DE CUENTA CONJUNT _____ FECHA: 02/14/2020

Foundation Finance Company * PO Box 437, Schofield, WI 5476 * 855-241-0024